

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

CORRY METAL FURNITURE, INC.,	:	
	:	
Plaintiff,	:	
	:	
v.	:	CA NO. 1:17-cv-20
	:	
VANERUM STELTER, LLC,	:	
	:	
Defendant.	:	
_____	:	

COMPLAINT IN CIVIL ACTION

Plaintiff Corry Metal Furniture, Inc. (the "Plaintiff"), by and through its undersigned counsel, files this *Complaint in Civil Action* (the "Complaint") against Defendants Vanerum Stelter, LLC (the "Defendant"). In support of the Complaint, the Plaintiff states as follows:

PARTIES

1. The Plaintiff, Corry Metal Furniture, Inc. ("CMF"), is a corporation duly organized under the laws of the Commonwealth of Pennsylvania with principal address of 21 Maple Avenue, Corry, PA 16407. CMF is a wholly owned subsidiary of Corry Contract, Inc. CMF is represented by Michael P. Kruszewski, Esq., and the Quinn Law Firm, 2222 West Grandview Blvd., Erie, PA 16506.

2. Upon information and belief, the Defendant, Vanerum Stelter, LLC (the "Defendant"), is a company duly organized under the laws of the State of Michigan. The Complaint and Summons can be served on the Defendant via its Registered Agent,

James Stelter, CEO, with a mailing address of 549 Ionia Ave SW, Grand Rapids, MI 49503-5138.

JURISDICTION AND VENUE

3. This Honorable Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, as there is diversity of citizenship and the matter in controversy exceeds \$75,000.00.

4. This is the proper venue for the instant action pursuant to 28 U.S.C. §1391, as a substantial part of the events or omissions giving rise to the claim occurred within the boundaries of United States District Court for the Western District of Pennsylvania, Erie Division.

5. This Complaint is filed pursuant to Pennsylvania Law.

BACKGROUND

6. At various times between February 2015 and the present, CMF, at the request of the Defendant, provided various goods and/or services to the Defendant pursuant to terms mutually agreed upon by the Parties.

7. More specifically CMF sold various kinds office furniture and related steel products to and at the request of the Defendant with the understanding that it would pay the prices for such products and per the terms made part of the purchase orders requested by the Defendant.

8. CMF subsequently issued Invoices for all products supplied to the Defendant, including the specific terms and conditions under which such goods were

supplied, copies of which are attached hereto, made a part hereof, and marked as Exhibit "A".

9. Per the Invoices, payment terms were "Net 60 Days", with a late charge of five percent (5%) on unpaid Invoices over seven (7) days old, with a finance charge of one and one-half percent (1.5%) per month, and with an annual percentage rate of eighteen percent (18%), plus reasonable attorney's fees for collection. A copy of CMF's standard Sales Terms and Conditions that accompany all orders is attached hereto, made a part hereof, and marked as Exhibit "B".

10. At the time of the filing of the within Complaint, the last partial payment on account received from the Defendant, exclusive of any recent COD orders, was in or around June 2016.

11. At the time of the filing of the within Complaint, the balance due on the account is \$376,115.57, plus late charges and interest accruing thereafter, plus attorney's fees and costs incurred by CMF in its efforts to collect on the account. A copy of an Aged Receivables Report evidencing the balance due on the account is attached hereto, made a part hereof, and marked as Exhibit "C".

12. The Defendant has subsequently failed to pay CMF under the terms of agreement between the Parties, despite CMF's reliance on the same.

13. After repeated demands by CMF for payment pursuant to the agreement with the Defendant, the Defendant has failed to remit the remaining balance due.

COUNT I – ACCOUNT STATED

14. CMF hereby incorporates paragraphs 1 through 13 above as if fully set forth herein.

15. At the request of the Defendant, CMF supplied goods and/or services to the Defendant, descriptions of which are set forth in the aforementioned Invoices attached as Exhibit “A”.

16. The Defendant agreed to pay for said goods and/or services by requesting or accepting the same.

17. As of the date of this Complaint, the balance due and owing by the Defendant to CMF, which is in default, is \$376,115.57.

18. The Defendant is in default of their obligation to pay said account to CMF.

19. CMF sent Invoices to the Defendant, which Invoices were received by the Defendant without exception so as to constitute an account stated.

20. The charges for said goods and/or services were the normal, usual, and customary charges, and CMF has performed any and all conditions precedent to recovery.

21. CMF has demanded and continues to demand payment of the outstanding balance, but the Defendant has refused and continues to refuse to pay the same.

WHEREFORE, the Plaintiff, Corry Metal Furniture, Inc., demands judgment in its favor and against the Defendant, Vanerum Stelter, LLC, in the amount of \$376,115.57, plus statutory interest and reasonable attorney’s fees and costs from January of 2017 to the present.

COUNT II – BREACH OF CONTRACT

22. CMF hereby incorporates paragraphs one 1 through 21 above as if fully set forth herein.

23. At the request of the Defendant, CMF agreed to provide goods and/or services to the Defendant in accordance with the terms of the Invoices.

24. CMF has demanded and continues to demand payment of the outstanding balance of \$376,115.57, which is due and resulting from goods and/or services provided by CMF under the terms of the Invoices, but the Defendant has refused and continues to refuse to pay the same.

25. The Defendant's failure and/or refusal to pay CMF for these goods and/or services constitute a breach of the agreement between CMF and the Defendant.

WHEREFORE, the Plaintiff, Corry Metal Furniture, Inc., demands judgment in its favor and against the Defendant, Vanerum Stelter, LLC, in the amount of \$376,115.57, plus statutory interest and reasonable attorney's fees and costs from January of 2017 to the present.

COUNT III – UNJUST ENRICHMENT

26. CMF hereby incorporates paragraphs 1 through 25 above as if fully set forth herein.

27. The Defendant received the goods and/or services provided by CMF, and the Defendant received a benefit therefrom.

28. It would be inequitable and unconscionable, and the Defendant would thereby be unjustly enriched, if it is permitted to retain the benefits of the goods and/or services provided without paying for the same.

WHEREFORE, the Plaintiff, Corry Metal Furniture, Inc., demands judgment in its favor and against the Defendant, Vanerum Stelter, LLC, in the amount of \$376,115.57, plus statutory interest and reasonable attorney's fees and costs from January of 2017 to the present.

COUNT IV – PROMISSORY ESTOPPEL

29. CMF hereby incorporates paragraphs 1 through 28 above as if fully set forth herein.

30. The Defendant made a promise implied by its words, deeds, and representations, promising to pay CMF in full for the goods and/or services provided.

31. CMF justifiably relied on the Defendant's promise to its own detriment by providing the goods and/or services to the Defendant as requested by the Defendant.

WHEREFORE, the Plaintiff, Corry Metal Furniture, Inc., demands judgment in its favor and against the Defendant, Vanerum Stelter, LLC, in the amount of \$376,115.57, plus statutory interest and reasonable attorney's fees and costs from January of 2017 to the present.

Dated: January 23, 2017

Respectfully submitted,

THE QUINN LAW FIRM

By: /s/Michael P. Kruszewski
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